

**CONTRACT EMPLOYEE AGREEMENT**

1. I agree to submit to ADVANTAGE FEDERAL RESOURCING hours worked at the end of each week or upon conclusion of assignment, either on an original ADVANTAGE FEDERAL RESOURCING timecard, written in ink, or through another approved reporting method. Hours worked must be approved before paychecks can be issued.
2. I agree to report hours worked to ADVANTAGE FEDERAL RESOURCING no later than 9:00 a.m. on Monday following the week worked. Reporting hours worked after said deadline will be issued upon receipt.
3. I agree to work the same hours as observed by the client company to which I am assigned or work the hours as assigned by the client company supervisor and/or ADVANTAGE FEDERAL RESOURCING recruiter. If I am absent from an assignment for any reason, I shall contact my ADVANTAGE FEDERAL RESOURCING recruiter prior to my regularly scheduled start time. Furthermore, I agree to contact my ADVANTAGE FEDERAL RESOURCING recruiter on each day I am absent.
4. I agree that I will only receive compensation for hours actually worked. Therefore, if a client company closes due to inclement weather, holiday observation, or any other reason, or I am absent due to personal reasons, I agree that I will not receive wages for hours not worked.
5. I agree to not accept employment directly or indirectly at the below-mentioned client company or from any client, agent representative and/or associate of the below-mentioned client company with whom I may come into contact during this assignment, or from any client company to which I was assigned, unless I receive written authorization from ADVANTAGE FEDERAL RESOURCING. Further, I will not accept employment directly or indirectly at the below-mentioned client company for a minimum of 180 days after completion of the assignment without written authorization from ADVANTAGE FEDERAL RESOURCING, otherwise, ADVANTAGE FEDERAL RESOURCING reserves the right to seek any and all legal remedies available.
6. I agree that all ADVANTAGE FEDERAL RESOURCING and client company information supplied to me shall be held in strictest confidence, and that all products and materials, including, but not limited to, software, hardware, documentation, programs and any and all other source information developed by me under this agreement are and shall remain the sole property of ADVANTAGE FEDERAL RESOURCING and/or the client and under no circumstances may be retained, sold or reproduced by any means by me, and I shall have no rights, patent rights, or copyrights to said products and materials. Furthermore, I agree to return any property to ADVANTAGE FEDERAL RESOURCING and/or the client upon conclusion of my assignment.
7. I agree to notify my ADVANTAGE FEDERAL RESOURCING recruiter immediately upon: (a) any change of my name, address, and/or status, and/or (b) being notified that my assignment will be ending.
8. I agree that this offer of employment with ADVANTAGE FEDERAL RESOURCING is subject to final approval by the client company and that I shall not be entitled to any compensation or reimbursement of expenses or employment unless actually hired by ADVANTAGE FEDERAL RESOURCING and commence work on the specific assignment for the client company pursuant to this agreement. I hereby waive any and all claims against ADVANTAGE FEDERAL RESOURCING in the event I am not hired, approved to be hired and/or actually commence work pursuant to the terms and conditions of this agreement. I understand that ADVANTAGE FEDERAL RESOURCING and/or client companies reserve the right to rescind offers and terminate employees at will, at any time either before or after the job commencement, and either with or without cause or advance notice. If ADVANTAGE FEDERAL RESOURCING and/or its client company exercises that option, I agree that I will be entitled only to compensation for services actually performed and hereby waive any claim or right to other sums.
9. I agree that the length of assignment is expected to be 1 year commencing on or about October 3<sup>rd</sup>, 2011. I agree that the length of assignment is approximate and is subject to be terminated at any time at the will of ADVANTAGE FEDERAL RESOURCING and/or its client company and therefore, any advance notice may not be possible. In the event the client company requires my services beyond the above-mentioned expected date, I agree to remain employed by ADVANTAGE FEDERAL RESOURCING pursuant to the terms and conditions of this agreement, until such time as my services are no longer required by the client company. I agree to complete this particular project pursuant to the supervision and technical guidelines as provided by the client company or within any reasonable changes in said guidelines as directed by the client company.
10. If I terminate my assignment prior to the above-mentioned expected date, I agree that I will be personally responsible for the cost of: (a) my own transportation to return home, and (b) any equipment that is not returned properly and in reasonable condition.



11. I agree to immediately report to ADVANTAGE FEDERAL RESOURCING any work-related injury or illness, no matter how slight, which I sustain while engaged in client company business or on client company property. In the event I suffer any injury to person (including death), property, or otherwise, or any injury compensable under applicable state workers' compensation laws during the course of this assignment, I agree, on behalf of myself, my beneficiaries, legal representatives, and heirs to only file any and all claims under said insurance coverage as provided by ADVANTAGE FEDERAL RESOURCING and hereby waive any and all such claims against the client company and/or its related third parties and their respective insurance carriers, provided such waiver is not against public policy.
12. I agree that if it is required prior to or during my assignment, that I submit to any type of drug/alcohol/substance abuse screening test and, for any reason, fail to meet the acceptable scoring levels imposed by the client company on said test, I hereby agree to hold ADVANTAGE FEDERAL RESOURCING, its affiliated companies, employees, clients, and agents harmless from any and all claims in the event that I am not approved for this assignment or I am terminated for failing to pass the client company's substance abuse screening test. I further agree to sign ADVANTAGE FEDERAL RESOURCING's drug testing/substance abuse indemnity agreement.
13. I agree that I am not eligible for or entitled to participate in any benefit plans offered by the below-mentioned client company, its parents, affiliates, subsidiaries, or successors, to any of its staff employees, regardless of the length of my assignment at the client company and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.
14. I agree that the ~~CONUS~~ ~~hourly~~ rate for this particular assignment is \$24.00 based on 40 hours per week, and the ~~CONUS~~ ~~hourly~~ rate for this particular assignment is \$29.02. Rates are subject to be adjusted and all overtime must be pre-approved by the client. Failure to obtain proper authorization for overtime may result in corrective action up to and including termination of assignment and/or termination of employment with ADVANTAGE FEDERAL RESOURCING.
15. I agree that any violation of the terms and conditions of this Agreement may be cause for termination of employment.
16. I agree that any provision herein shall be invalidated if determined to be prohibited by law; however, this shall in no way affect the remaining provisions of this Agreement and they shall remain in full force and effect.
17. I agree that this Agreement represents the entire understanding of the parties and supersedes all agreements, oral and written, between the parties on this subject matter.

I, William Luke Higginbotham, acknowledge and agree with all the terms stated herein.

SIGNATURE: 

DATE: 05SEPT11

WITNESS: \_\_\_\_\_

MANAGER APPROVAL: \_\_\_\_\_

CLIENT COMPANY: Force Protection Industries, Inc.

ADDRESS: 250 S. Executive Drive, Suite 101, Brookfield, WI 53005

## CONTRACT EMPLOYEE AGREEMENT

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17. I agree that this Agreement represents the entire understanding of the parties and supersedes all agreements, oral and written, between the parties on this subject matter.

I, William Luke Higginbotham, acknowledge and agree with all the terms stated herein.

SIGNATURE:



DATE:

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WITNESS:

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MANAGER APPROVAL:

\_\_\_\_\_

CLIENT COMPANY:

Force Protection Industries, Inc.

ADDRESS:

250 S. Executive Drive, Suite 101, Brookfield, WI 53005